



Manpower

## RATE &amp; SERVICE CONFIRMATION LETTER

August 9, 2018  
ActiTech  
301 N FM 1417  
Sherman, TX, 75090

Dear Mr. John Labonte

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Acti Tech, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason. In the event specific assignments require background checks, drug screening or other testing, you will reimburse us at the actual cost for the testing. You will also only request testing equivalent to what you would require of your own full-time employees in that respective position.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite. Because you control the facilities in which our associates work, it is agreed that you will be primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations, to the extent those laws apply to our associates working at your facilities. Manpower will, at your request, instruct our associates on general safety matters in accordance with information that you provide to us. Additionally, you also agree to document all hours worked, approve and submit *electronic timesheets or paper time sheets by exception*, to us in a timely manner. In the event there are substantial changes to the agreed assignment duties, you will notify us immediately.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period. Manpower will invoice you weekly. Payment will be due NET 30.

The term of this relationship will be twelve (12) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Job Description	Location
Line operators (labels)	Sherman, TX
Weigh/Pre-weigh	Sherman, TX
Compounding	Sherman, TX
Fast Line/Palletizer - Packing	Sherman, TX

\* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change. Manpower may choose not to provide an Assigned Employee or candidate for any reason.

As discussed, the following rates will apply:

Positions	Markup Percentage of Hourly Rate
All Temp Positions	36%

\*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

JK  
8-9-18

ActiTech agrees not to hire any Manpower associates placed with the company on a temp basis, for a period of at least twelve (12) months, into a full time position. At the end of the Manpower associates 12 month period, ActiTech may choose to bring associate on as a full time employee of ActiTech, at no charge. Any instance involving a lesser time frame will be subject to the following fee schedule, and can be negotiated to a lesser fee on a case by case basis, should this be a need, it will be discussed beforehand.

Time on Assignment	Prorated Fee Schedule
0 to 240 Hours	100% of Permanent Placement Fee
241 to 480 Hours	25% Discount from Permanent Placement Fee
481 to 720 Hours	50% Discount from Permanent Placement Fee
721 + Hours Until Day of Hire	75% Discount from Permanent Placement Fee

You also agree to pay a fee if you hire or retain a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to you, regardless of whether you learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation\* paid by you:

Annualized Compensation	Fee Percentage
Below \$40,000	15%
\$40,000 - \$59,999	20%
\$60,000 - \$79,999	25%
\$80,000 and above	30%

\*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

Finally, we will perform the following background checks and tests for temporary employees assigned to you:

Check or Test	Specific Requirements, If Any	Cost
Criminal Record Check	SSN Trace 7 Year County Criminal Search	No Charge
Drug Tests	10 Panel Urine or Instant Oral for Fast Track	No Charge
Education Verification	On case by case basis	No Charge
National Sex offender Search	Yes - Included in all Background Searches	No Charge

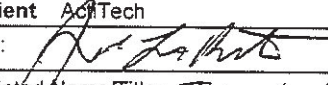
\*\*\*\* The second to last sentence of paragraph two (2), page (1) one of this agreement, related to drug and background fees is to be disregarded as Manpower will cover the costs of drug screens and background checks for the duration of this agreement, as stated in the chart above.

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,



ManpowerGroup US Inc.  
Branch Manager

<b>ACKNOWLEDGED AND ACCEPTED:</b>	
Client	ActiTech
By:	
Printed Name/Title:	John LaBont/Vice President General Mgr
Date:	8-5-18